



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/687,357	10/15/2003	Mitch Fredrick Singer	113748-4745US	9265
27189	7590	06/04/2010	EXAMINER	
PROCOPIO, CORY, HARGREAVES & SAVITCH LLP			JOO, JOSHUA	
525 B STREET				
SUITE 2200			ART UNIT	PAPER NUMBER
SAN DIEGO, CA 92101			2454	
			NOTIFICATION DATE	DELIVERY MODE
			06/04/2010	ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

docketing@procopio.com
PTONotifications@procopio.com

Office Action Summary	Application No. 10/687,357	Applicant(s) SINGER ET AL.
	Examiner JOSHUA JOO	Art Unit 2454

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If no period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1) Responsive to communication(s) filed on 08 March 2010.
 2a) This action is FINAL. 2b) This action is non-final.
 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4) Claim(s) 1-21 is/are pending in the application.
 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
 5) Claim(s) _____ is/are allowed.
 6) Claim(s) 1-21 is/are rejected.
 7) Claim(s) _____ is/are objected to.
 8) Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9) The specification is objected to by the Examiner.
 10) The drawing(s) filed on 15 October 2003 is/are: a) accepted or b) objected to by the Examiner.
 Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
 Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
 11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
 a) All b) Some * c) None of:
 1. Certified copies of the priority documents have been received.
 2. Certified copies of the priority documents have been received in Application No. _____.
 3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) Notice of References Cited (PTO-892)
 2) Notice of Draftsperson's Patent Drawing Review (PTO-948)
 3) Information Disclosure Statement (PTO/IDS/68)
 Paper No(s)/Mail Date 1/7/10, 3/8/10

4) Interview Summary (PTO-413)
 Paper No(s)/Mail Date. _____
 5) Notice of Informal Patent Application
 6) Other: _____

Detailed Action

This Office action is in response to Applicant's communication filed on March 8, 2010.

Claims 1-21 are pending for examination.

Information Disclosure Statement

The information disclosure statement (IDS) submitted January 7, 2010 and March 8, 2010 are being considered by the Examiner.

Response to Arguments

Applicant's arguments filed March 8, 2010 have been fully considered but they are not persuasive. Applicant argued that:

(1) Concept of claim 1 "binds" the content to a particular hub network by storing the license for the content and the content itself in a storage device residing within the particular hub network, in contrast to the Elabbady's license scheme which requires the media device to check the license that is associated with the content or entity before playing the content.

In response, Examiner respectfully disagrees that Elabbady does not teach the limitation.

Elabbady teaches,

"Here, in act #6, HTTP client 318 requests a selected media content file. For example, an HTTP GET (URL) or File 10 (UNC) command may be used. The request is handled by a corresponding content server 320 within device 206. Content server 320 accesses the selected media content file, which in this example, is stored in content database 322." (col. 10, lines 29-35).

"In act #13 the registration information/result is provided to license generator 312. If the license generator is satisfied that device 300 is properly registered, then in act #14, license generator 312 requests a license from a DRM client 316. DRM client 316 determines if a license is available and returns the license to license generator 312. License generator 312 then provides the license to license client 326, in act #15. The license is then provided to media decoder/player 324, which can then proceed with the decoding and playing of the media content file." (col. 10, lines 54-63).

Claim 1 defines content bound to a network is represented by locked content data and corresponding licenses stored on a server connected to the hub network and the bound content can only be played or presented through a compatible compliant device that is bound to the hub network. As shown above, Elabbady similarly teaches of binding content by storing locked media content and corresponding license on the device, which functions as a server in a hub network. The media content can only be played or presented by a device that is registered with the server and that comprises the license to play the media content.

(2) The cited passages of Peinado does not disclose the limitation of claim 1, which states that "a compliant device operates according to processes defined for a device that is a member of a hub network and cannot make a usable copy of a discrete instance," wherein a discrete instance is independent of any hub network. These passages do not include a concept of a "discrete instance".

In response, it was shown in the Office action that Elabbady teaches the limitation of "wherein a compliant device operates according to processes defined for a device that is a member of a hub network". Peinado teaches of a compliant device that is prevented from making a copy of digital content or to copy into an un-encrypted form, which is considered as a usable copy of a discrete instance. It is also noted that the claim does not define "discrete instance" as being "independent of any hub network". Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993).

(3) Elabbady does not disclose the limitation "wherein said second client connected to said first server and bound to said first hub network can play or present the first content bound to said first hub network but cannot play or present the second content bound to said second hub network".

In response, Examiner respectfully disagrees that Elabbady does not teach the limitation. Elabbady teaches of a plurality of devices that provide media content files and a plurality of devices that

are media players. A device that is registered to a server may receive media content file and a license corresponding to the media content file (col. 10, lines 29-34, 56-63). A media playing device can play or present the first content bound to said first hub network. If the media playing device is not registered with another server and does not have a license corresponding to media content provided by another server, then the device cannot play or present the second content.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 1-21 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

- a) Regarding claims 1, 15, and 16, the phrase "can play or present" and "cannot play or present" render the claim indefinite. The language suggests or makes optional steps, i.e. play/present or not play/present, but does not actually require steps to be performed. Such language does not limit claim scope. MPEP 2111.04
- b) Regarding claim 18, the phrase "cannot be played or presented" renders the claim indefinite as the phrase does not limit claim scope. The language suggests or makes optional steps but does not actually require steps to be performed. Such language does not limit claim scope.
- c) Regarding claim 18, it is unclear as to which hub network "said hub network" is referring to as the claim recites "a hub network" and "second hub network".
- d) Regarding claim 18, "the device" has insufficient antecedent basis.
- e) Regarding claim 18, "wherein said second sub-copy version bound to said second hub network by said second license" has insufficient antecedent basis. The claim does not previously define that the second sub-copy is bound to said second hub network by said second license.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1-11, 13-21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Elabbady et al. US Patent No. 7,483,958 (Elabbady hereinafter), in view of Peinado, US Patent No. 7,073,063 (Peinado hereinafter).

As per claim 1, Elabbady teaches substantially the invention as claimed including a network comprising:

a first hub network including a first server, a first client, and a second client, wherein said first server is connected to said first client and said second client (col. 5, line 66-col. 6, line 1-4; col. 9, lines 28-35, 53-60; col. 10, lines 8-10. Media sharing devices connected to media playing devices such as devices 206f, 206h, and 300.);

a second hub network including a second server and said first client, and said second server is connected to said first client, such that said first hub network and said second hub network overlap, wherein two hub networks overlap when both of the hub networks include at least one same device (col. 5, line 24-31, 66-col. 6, line 1-4; col. 9, lines 28-35, 53-60. More than one media sharing device connected to a media playing device, e.g. device 300 communicates with both device 202a and 202d.),

wherein said first client stores first content bound to said first hub network and stores second content bound to said second hub network (col. 10, lines 39-63. Device 300 receives media content file from media sharing device. Media content file requires license from device 206. col. 5, lines 27-31. Device 206a-d provide media LS. col. 5, line 66-col. 6, line 3. Device 206a-h, 202, 202' share media content.), and

wherein content bound to a network is represented by locked content data and corresponding licenses stored on a server connected to the hub network, and the bound content only be played or presented through a compatible device that is bound to the hub network (col. 7, lines 53-61; col. 10, lines 41-63. Media content file is protected and license on media sharing device is needed to play. License may be associated with device. Determine that device 300 is registered.),

wherein said second client connected to said first server and bound to said first hub network can play or present the first content bound to said first hub network but cannot play or present the second content bound to said second hub network (col. 10, lines 29-34, 56-63. A registered device is able to receive license and play media content, i.e. a device that is not registered and/or without license cannot play content.), and

wherein a compliant device operates according to processes defined for a device that is a member of a hub network (col. 8, lines 19-22. Device requires license to access media content. col. 10, lines 29-31, 60-65. Device comprises client process to obtain content and play content.).

Elabbady does not specifically teach that a compliant device cannot make a usable copy of a discrete instance.

Peinado teaches of enforcing digital rights in digital content, wherein a compliant device cannot make a usable copy of a discrete instance (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings to implement a compliant device that cannot make a usable copy of a discrete instance. The motivation for the suggested combination is that Peinado's teachings would improve Elabbady's teachings by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 15, Elabbady teaches substantially the invention as claimed including a network comprising:

a first hub network including a first server, a first client, and a second client, wherein said first server is connected to said first client and said second client (col. 5, line 66-col. 6, line 1-4; col. 9, lines 28-35, 53-60; col. 10, lines 8-10. Media sharing devices connected to media playing devices such as devices 206f, 206h, and 300.);

a second hub network including a second server and said first client, and said second server is connected to said first client, such that said first hub network and said second network overlap, wherein two hub networks overlap when both of the hub networks include at least one same device (col. 5, line 24-31, 66-col. 6, line 1-4; col. 9, lines 28-35, 53-60. More than one media sharing device connected to a media playing device, e.g. device 300 communicates with both device 202a and 202d.);

wherein said first server stores first content in a first source version of locked content data (col. 10, lines 27-45. Media sharing device, e.g. device 202 comprises protected content.).

said first server stores a first root license for said first hub network for said first source version (fig. 2b; col. 5, lines 28-31. Device 202, 206a-d provide media LS. col. 7, lines 54-61. Media LS employ licenses scheme. col. 10, lines 55-65. Device 202 comprises license for protected content.).

said second server stores second content in a second source version of locked content data (col. 5, line 66-col. 6, line 4; fig. 2A-2B. Another media sharing device, e.g. device 206d, also provides media content and comprises media LS.),

said second server stores a second root license for said second hub network for said second source version (col. 9, lines 47-51. Features and functions in fig. 3 are implemented in devices configured to share media content. col. 10, lines 55-65. Device comprises license for protected content.),

said first client receives said first content streamed from said first source version by said first server (col. 10, lines 35-42. Media content provided to client. col. 9, lines 21-27. Streaming media.), and

said first client receives said second content streamed from said second source version by said second server (col. 5, lines 28-31, 66-col. 6, line 4; fig. 2A-2B. Plurality of media sharing devices, e.g. device 206d, also provide media content.), and

wherein a source version of locked content data which is bound to a hub network by a root license can be only be played or presented through a compatible compliant device that is a member of the hub network (col. 7, lines 53-61; col. 10, lines 41-63. Media content file is protected and license on device 206 is needed to play. License may be associated with device. Determine that device 300 is registered),

wherein said second client connected to said first server and bound to said first hub network can play or present the first content bound to said first hub network but cannot play or present the second content bound to said second hub network (col. 10, lines 29-34, 56-63. A registered device receives license to play media content.), and

wherein a compliant device operates according to processes defined for a device that is a member of a hub network (col. 8, lines 19-22. Device requires license to access media content. col. 10, lines 29-31, 60-65. Device comprises client process to obtain content and play content.)

Elabbady does not specifically teach that the first license is bound to the first network, the second license bound to said second hub network, and a compliant device that cannot make a usable copy of a discrete instance.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network, and wherein a compliant device cannot make a usable copy of a discrete instance (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the first license and the second license as taught by Elabbady to be license bound to corresponding network and to implement a compliant device that cannot make a usable copy of a discrete instance as taught by Peinado. The motivation for the suggested combination is that Peinado's

teachings would improve Elabbady's teachings by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 16, Elabbady teaches substantially the invention as claimed including a network comprising:

a first hub network including a first server (col. 5, lines 25-31; col. 10, lines 5-10. Media sharing device.);

second hub network including a second server and said first server, and said second server is connected to said first server, such that said first hub network and said second hub network overlap, wherein two hub networks overlap when both of the hub networks include at least one same device (col. 5, lines 25-31, 66-col. 6, line 5. Plurality of devices that share media and play media. Media sharing/playing device.);

wherein said first server stores first license and a first version of locked content data, and said first version stores first content (col. 7, lines 54-61; col. 10, lines 55-65. Media sharing device such as device 206 comprises license for protected content. col. 10, lines 34-38. Device 206 with media content.),

said first server stores a second license and a second version of locked content data, and said second version stores second content (col. 7, lines 3-10, 54-60; col. 9, lines 9-11. Media files. License required for playing media content.),

said first license for said first hub network (col. 7, lines 54-61; col. 10, lines 55-65. Device 206 comprises license.), and

said second license for said second hub network (col. 5, lines 28-31, 66-col. 6, line 6. Content may be shared with other devices.), and

wherein a version of locked content data which is bound to a hub network by a license can only be played or presented through a compatible compliant device that is a member of the hub network (col. 7, lines 53-61; col. 10, lines 41-63. Media content file is protected and license on device 206 is needed to play. License may be associated with device. Determine that device 300 is registered.), and

wherein said second server bound to said second hub network can play or present the second content whose second license is for said second hub network, but cannot play or present the first content whose license is for said first hub network (col. 10, lines 29-34, 56-63. A registered device is able to receive license and play media content.), and

wherein a compliant device operates according to processes defined for a device that is a member of a hub network (col. 8, lines 19-22. Device requires license to access media content. col. 10, lines 29-31, 60-65. Device comprises client process to obtain content and play content).

Elabbady teaches of a first license but not specifically bound to the first network. Elabbady teachings of second license but not specifically bound to the second network and a license bound to hub network. Elabbady does not specifically teach that a compliant device that cannot make a usable copy of a discrete instance.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network, and wherein a compliant device cannot make a usable copy of a discrete instance (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the first license and the second license as taught by Elabbady to be license bound to corresponding network and to implement a compliant device that cannot make a usable copy of a discrete instance. The motivation for the suggested combination is that Peinado's teachings would improve Elabbady's teachings by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 18, Elabbady teaches substantially the invention as claimed including a hub network, comprising:

a server storing a root license and a source version of locked content data (col. 5, lines 28-31; col. 10, lines 29-46, 55-61. Media sharing device with protected media content and license.);

a client connected to said server, and storing a first license, a first sub-copy version of locked content data, a second license, and a second sub-copy version of locked content data (col. 7, lines 3-10, 54-60; col. 9, lines 9-11. Media files. License required for playing media content. col. 10, lines 29-46, 60-67. Media playing device, i.e. client, obtains media content and license.);

wherein said source version of locked content data stores first content (col. 10, lines 29-46. Device 206 with protected media content.),

said root license is for said hub network (col. 10, lines 55-61. Device 206 with license. col. 7, lines 54-61. License associated with content and also with playing device.),

said first sub-copy version stores said first content (col. 10, lines 29-46. Client obtains media content.),

said first license is for said hub network (col. 10, lines 60-67. Client obtains license from device 206.),

said second sub-copy version stores second content (col. 7, lines 3-10, 54-60; col. 9, lines 9-11. Media files.), and

said second license is for a second hub network (col. 7, lines 50-60. Provide protection for media. LS 207 employs license scheme. col. 5, line 66-col. 6, line 6; fig. 2A-2B. Device 206d, device 202' comprise media LS and provide media content.),

wherein a source version of locked content which is bound to said hub network by a root license can only be played or presented through a compatible compliant device that is a member of said hub

network (col. 7, lines 53-61; col. 10, lines 41-63. Media content file is protected and license on device 206 is needed to play. License may be associated with device. Determine that device 300 is registered.),

wherein said second sub-copy version bound to said second hub network by said second license cannot be played or presented through the device that is a member of said hub network (col. 10, lines 29-34, 56-63. A registered device is able to receive license and play media content.); and

wherein a compliant device operates according to processes defined for a device that is a member of a hub network (col. 8, lines 19-22. Device requires license to access media content. col. 10, lines 29-31, 60-65. Device comprises client process to obtain content and play content.).

Elabbady teaches of a root license and first license but not specifically bound to the hub network. Elabbady teachings of a second license but not specifically bound to another hub network. Elabbady does not specifically teach of a compliant device that cannot make a usable copy of a discrete instance.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network, and wherein a compliant device cannot make a usable copy of a discrete instance (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the root license, first license, and the second license as taught by Elabbady to be licenses bound to corresponding networks and to implement a compliant device that cannot make a usable copy of a discrete instance as taught by Peinado. The motivation for the suggested combination is that Peinado's teachings would improve Elabbady's teachings by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 2, Elabbady and Peinado teach the network of claim 1. Elabbady teaches wherein said first server, said first client, and said second server are each compliant devices, and a compliant

device that is a member of a hub network will not play or present bound content that is not bound to a hub network of said member (col. 5, lines 28-31; col. 5, line 66-col. 6, line 3. Devices act as players and share content. col. 7, lines 53-60. Requires license to play content.).

As per claim 3, Elabbady and Peinado teach the network of claim 1. Elabbady teaches wherein said first client stores said first content in a first sub-copy version having a first license for said first hub network and stores said second content in a second sub-copy version having a second license for said second hub network, and wherein a sub-copy version is a copy of the locked content data representing bound content bound to a hub network (col. 10, lines 39-63. Device 300 receives media content file from device 206. Media content file requires license from device 206. col. 5, lines 27-31; col. 5, line 66-col. 6, line 3. Device 206a-h, 202, 202' share media content.). Elabbady does not specifically teach that the first license is bound to said first hub network and that the second license is bound to said second hub network.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings to implement for the first license and the second license as taught by the suggested system to be bound to respective network as taught by Peinado. The motivation for the suggested combination is that Peinado's teachings would improve the suggested system by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 4, Elabbady and Peinado teach the network of claim 3. Elabbady teaches wherein said first client is a compliant device, and a compliant device that is a member of a hub network will not present bound content that is not bound to a hub of said member (col. 7, lines 53-60; col. 10, lines 39-63. Client requires license to play content.).

As per claim 5, Elabbady does not specifically teach the network of claim 3, wherein each sub-copy version has a corresponding license that is bound to only one hub network.

Peinado teaches of each sub-copy version having a corresponding license that is bound to only one hub network (col. 38, lines 39-48).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for each sub-copy version to have a corresponding license that is bound to only one network. The motivation for the suggested combination is that Peinado's teachings would improve the suggested system by preventing a user from distributing and making a copy of content except as allowed by an owner of the content.

As per claim 6, Elabbady and Peinado teach the network of claim 1. Elabbady teaches wherein said first server stores said first content bound to said first hub network, and said second server stores said second content bound to said second hub network (col. 10, lines 39-63. Media content file from device 206. Media content file requires license from device 206. col. 5, lines 27-31; col. 5, line 66-col. 6, line 3. Device 206a-h, 202, 202' share media content).

As per claim 7, Elabbady teaches the network of claim 6, wherein said first server stores said first content in a first source version of locked content data, and said second server stores said second content

in a second source version of locked content data (col. 7, lines 53-61; col. 10, lines 39-46, 61-63. Require license to play content.).

As per claim 8, Elabbady teaches the network of claim 7, wherein said first source version has a corresponding first root license for said first hub network, and said second source version has a corresponding second root license bound to said second hub network (col. 5, lines 27-31; col. 5, line 66-col. 6, line 3. Device 206a-h, 202, 202' share media content. col. 10, lines 50-62. Sharing device comprises license. col. 7, line 53-63. License associated with specific device, device(s), or group.). Elabbady does not specifically teach that the root license is bound to the first network.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the root license to be bound to the first network. The motivation for the suggested combination is that Peinado's teachings would improve the suggested system by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 9, Elabbady and Peinado teach the network of claim 1. Elabbady teaches wherein said first hub network defines a first local environment based on said first server, such that the compatible compliant device can join said first hub network while in the first local environment, and said second hub network defines a second local environment based on said second server, such that the compatible compliant device can join said second hub network while in the second local environment (col. 10, lines 50-63. Client device is registered and has access to media content from sharing devices.).

As per claim 10, Elabbady teaches the network of claim 9, wherein a local environment for a hub network is a limited area defined relative to a server in a hub network of the member (col. 4, lines 66-67; col. 5, lines 51-53. Devices in local area network. col. 10, lines 50-63. Registered devices.).

As per claim 11, Elabbady teaches the network of claim 9, wherein a local environment for a hub network is a limited logical area defined relative to the position of a server in a hub network of the member (col. 4, lines 66-67; col. 5, lines 51-53. Devices in local area network. col. 10, lines 50-63. Registered devices.).

As per claim 13, Elabbady and Peinado teach the network of claim 1. Elabbady teaches wherein said first hub network has a first local environment, said second hub network has a second local environment, and said first local environment and said second local environment overlap such that said first server, said first client, and said second server are each in both the first local environment and the second local environment (col. 5, lines 27-31; col. 5, line 66-col. 6, line 3. Devices may act as players and provide library services. Device 206a-h, 202, 202' share media content.).

As per claim 14, Elabbady and Peinado teach the network of claim 1. Elabbady teaches wherein said first client is connected to a terminal device for presenting content, and said terminal device is not a member of said hub network and is not a member of said second hub network (col. 5, lines 27-31; col. 5, line 66-col. 6, line 3. Devices may act as players and provide library services. Device 206a-h, 202, 202' share media content. i.e. device is connected with another device that is not a member of the first and second network. col. 4, lines 55-65. Also device connected to monitor and monitor not considered as a member of hub network.).

As per claim 17, Elabbady teaches the network of claim 16, wherein said second server stores a third license and a third version of locked content data, said third version stores said second content, and said third license for said second hub network (col. 7, lines 3-10, 54-60; col. 9, lines 9-11. Media files. License required for playing media content.). Elabbady does not specifically teach that the third license is bound to said second hub network.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the third license to be bound to the second hub network. The motivation for the suggested combination is that Peinado's teachings would improve the suggested system by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 19, Elabbady and Peinado teach the network of claim 18. Elabbady teaches wherein said hub network defines a local environment including said server and said client (col. 4, lines 66-67; col. 5, lines 51-53. Devices in local area network. col. 10, lines 55-63. Device registered with sharing device and has license to play content from sharing device.).

As per claim 20, Elabbady teaches the hub network of claim 19, wherein said local environment is a limited area defined relative to said server (col. 4, lines 66-67; col. 5, lines 51-53. Devices in local area network. col. 10, lines 50-63. Registered devices.).

As per claim 21, Elabbady and Peinado teach the hub network of claim 18. Elabbady teaches wherein said client is a compliant device, and a compliant device that is a member of a hub network will not present bound content without a license or a hub network of said member (col. 7, lines 53-60; col. 10, lines 39-46. Client requires license to play content.). Elabbady does not specifically teach of license that is bound to a hub network.

Peinado teaches of enforcing digital rights in digital content, wherein a device will not present bound content without a license is bound to a network (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the device to not present bound content without a license bound to a network. The motivation for the suggested combination is that Peinado's teachings would improve the suggested system by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

Claim 12 is rejected under 35 U.S.C. 103(a) as being unpatentable over Elabbady and Peinado, in view of Rofheart et al. US Patent No. 7,058,414 (Rofheart hereinafter).

As per claim 12, Elabbady does not specifically teach the network media environment of claim 9, wherein a local environment for a hub network is defined by travel time of packets within a hub network of the member.

Rofheart teaches of defining an environment for a network by travel time of packets with a network (col. 4, lines 5-8, 22-26).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings to define an environment for a network by travel time of packets within a

network. The motivation for the suggested combination is that Rofheart's teachings would improve the suggested system by reducing communication from unintended wireless devices.

Conclusion

Examiner has cited particular sections from the reference(s) that are applied to the claims. While the sections are cited for convenience and are representative of the teachings of the prior art(s), other sections of the reference(s) may be relevant and applicable to the claims. It is respectfully requested that Applicant fully consider the reference(s) in its entirety when responding to the Office action.

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Joshua Joo whose telephone number is 571 272-3966. The examiner can normally be reached on Monday to Friday 7 to 4.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Nathan J. Flynn can be reached on 571 272-1915. The fax phone number for the organization where this application or proceeding is assigned 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

/J. J./
Examiner, Art Unit 2454

/NATHAN FLYNN/
Supervisory Patent Examiner, Art Unit 2454